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10 **UNITED STATES DISTRICT COURT**11 **CENTRAL DISTRICT OF CALIFORNIA**

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13 Seoul Viosys Co., Ltd.,  
14 Plaintiff,  
15 v.  
16 Feit Electric Co., Inc.  
17 Defendant.

Case No. 2:24-cv-04238-ODW-AJR

**STIPULATED PROTECTIVE ORDER**

Judge: Hon. Otis D. Wright II  
Magistrate Judge: Joel Richlin

Complaint Filed: May 21, 2024

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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be  
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to discovery  
8 and that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles. The parties further acknowledge, as set forth in Section  
11 12.3, below, that this Stipulated Protective Order does not entitle them to file  
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
13 that must be followed and the standards that will be applied when a party seeks  
14 permission from the court to file material under seal.

15 15. B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and  
17 other valuable research, development, commercial, financial, technical and/or  
18 proprietary information for which special protection from public disclosure and from  
19 use for any purpose other than prosecution of this action is warranted. Such  
20 confidential and proprietary materials and information consist of, among other things,  
21 confidential business or financial information, information regarding confidential  
22 business practices, or other confidential research, development, or commercial  
23 information (including information implicating privacy rights of third parties),  
24 information otherwise generally unavailable to the public, or which may be privileged  
25 or otherwise protected from disclosure under state or federal statutes, court rules,  
26 case decisions, or common law. If the parties' technical and financial information  
27 were to become public it could potentially cause commercial harm to the parties.

28 Accordingly, to expedite the flow of information, to facilitate the prompt

1 resolution of disputes over confidentiality of discovery materials, to adequately  
2 protect information the parties are entitled to keep confidential, to ensure that the  
3 parties are permitted reasonable necessary uses of such material in preparation for  
4 and in the conduct of trial, to address their handling at the end of the litigation, and  
5 serve the ends of justice, a protective order for such information is justified in this  
6 matter. It is the intent of the parties that information will not be designated as  
7 confidential for tactical reasons and that nothing be so designated without a good  
8 faith belief that it has been maintained in a confidential, non-public manner, and there  
9 is good cause why it should not be part of the public record of this case.

10 2. DEFINITIONS

11 2.1 Action: The action identified in this caption, *Seoul Viosys Co., Ltd. v.*  
12 *Feit Electric Company, Inc.* CDCA-2:24-cv-04238-ODW-AJR.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
16 how it is generated, stored or maintained) or tangible things that qualify for protection  
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
18 Cause Statement.

19 2.4 “HIGHLY-CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES  
20 ONLY” Information or Items: sensitive information or items of the kind identified in  
21 the Good Cause Statement, disclosure of which to another Party or Non-Party would  
22 create a risk of harm that could not be avoided by less restrictive means.

23 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25 2.6 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL” or “HIGHLY-CONFIDENTIAL – OUTSIDE ATTORNEYS’  
28 EYES ONLY”

1       2.7 Disclosure or Discovery Material: all items or information, regardless of  
2 the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter.

5       2.8 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation, who is not an employee of either Party or an employee of a  
7 competitor of either party, who has been retained by a Party or its counsel to serve as  
8 an expert witness or as a consultant in this Action.

9       2.9 House Counsel: attorneys who are employees of a party to this Action  
10 or who act as in-house counsel for a party including but not limited to Nick Kliewer  
11 for Feit Electric. House Counsel does not include Outside Counsel of Record or  
12 any other outside counsel.

13       2.10 Non-Party: any natural person, partnership, corporation, association, or  
14 other legal entity not named as a Party to this action.

15       2.11 Outside Counsel of Record: attorneys who are not employees of a party  
16 to this Action but are retained to represent or advise a party to this Action and have  
17 appeared in this Action on behalf of that party or are affiliated with a law firm which  
18 has appeared on behalf of that party, and includes support staff.

19       2.12 Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action.

24       2.14 Professional Vendors: persons or entities that provide litigation support  
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
27 and their employees and subcontractors.

28       2.15 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL” or “HIGHLY-CONFIDENTIAL – OUTSIDE  
2 ATTORNEYS’ EYES ONLY”

3       2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
4 from a Producing Party.

5       3. SCOPE

6       The protections conferred by this Stipulation and Order cover not only  
7 Protected Material (as defined above), but also (1) any information copied or extracted  
8 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
9 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
10 or their Counsel that might reveal Protected Material.

11       Any use of Protected Material at trial shall be governed by the orders of the  
12 trial judge. This Order does not govern the use of Protected Material at trial.

13       4. DURATION

14       Even after final disposition of this litigation, the confidentiality obligations  
15 imposed by this Order shall remain in effect until a Designating Party agrees  
16 otherwise in writing or a court order otherwise directs. Final disposition shall be  
17 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
18 with or without prejudice; and (2) final judgment herein after the completion and  
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
20 including the time limits for filing any motions or applications for extension of time  
21 pursuant to applicable law.

22       5. DESIGNATING PROTECTED MATERIAL

23       5.1 Exercise of Restraint and Care in Designating Material for Protection.  
24 Each Party or Non-Party that designates information or items for protection under  
25 this Order must take care to limit any such designation to specific material that  
26 qualifies under the appropriate standards. The Designating Party must designate for  
27 protection only those parts of material, documents, items, or oral or written  
28 communications that qualify so that other portions of the material, documents, items,

1 or communications for which protection is not warranted are not swept unjustifiably  
2 within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to impose  
6 unnecessary expenses and burdens on other parties) may expose the Designating  
7 Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed or  
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial  
19 proceedings), that the Producing Party affix at a minimum, the legend  
20 "CONFIDENTIAL" or "HIGHLY-CONFIDENTIAL – OUTSIDE ATTORNEYS'  
21 EYES ONLY" (hereinafter Protected Legend) to each page that contains protected  
22 material. If only a portion or portions of the material on a page qualifies for  
23 protection, the Producing Party also must clearly identify the protected portion(s)  
24 (e.g., by making appropriate markings in the margins).

25 A Party or Non-Party that makes original documents available for inspection  
26 need not designate them for protection until after the inspecting Party has indicated  
27 which documents it would like copied and produced. During the inspection and  
28 before the designation, all of the material made available for inspection shall be

1 deemed “HIGHLY CONFIDENTIAL-ATTORNEYS EYES ONLY.” After the  
2 inspecting Party has identified the documents it wants copied and produced, the  
3 Producing Party must determine which documents, or portions thereof, qualify for  
4 protection under this Order. Then, before producing the specified documents, the  
5 Producing Party must affix the Protected Legend to each page that contains Protected  
6 Material. If only a portion or portions of the material on a page qualifies for protection,  
7 the Producing Party also must clearly identify the protected portion(s) (e.g., by  
8 making appropriate markings in the margins).

9 (b) for testimony given in depositions that the Designating Party identify the  
10 Disclosure of all protected testimony or Discovery Material on the record and the  
11 level of protection, before the close of the deposition. When it is impractical to  
12 identify separately each portion of testimony that is entitled to protection and it  
13 appears that substantial portions of the testimony may qualify for protection, the  
14 Designating Party may invoke on the record (before the deposition, hearing, or other  
15 proceeding is concluded) a right to have up to 21 days from receipt of the final  
16 transcript to identify the specific portions of the testimony as to which protection is  
17 sought and to specify the level of protection being asserted. Only those portions of  
18 the testimony that are appropriately designated for protection within the 21 days shall  
19 be covered by the provisions of this Stipulated Protective Order. Alternatively, a  
20 Designating Party may specify, at the deposition or up to 21 days afterwards if that  
21 period is properly invoked, that the entire transcript shall be treated as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’  
23 EYES ONLY.” Until such time as the 21 day period has elapsed the entirety of the  
24 transcript shall be deemed “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’  
25 EYES ONLY” information.

26 (c) for information produced in some form other than documentary and  
27 for any other tangible items, that the Producing Party affix in a prominent place on  
28 the exterior of the container or containers in which the information is stored the

1 legend "CONFIDENTIAL" or "HIGHLY-CONFIDENTIAL - OUTSIDE  
2 ATTORNEYS' EYES ONLY." If only a portion or portions of the information  
3 warrants protection, the Producing Party, to the extent practicable, shall identify the  
4 protected portion(s).

5       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
6 failure to designate qualified information or items does not, standing alone, waive  
7 the Designating Party's right to secure protection under this Order for such material.  
8 Upon timely correction of a designation, the Receiving Party must make reasonable  
9 efforts to assure that the material is treated in accordance with the provisions of this  
10 Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court's  
14 Scheduling Order.

15       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process under Local Rule 37.1 et seq.

17       6.3 The burden of persuasion in any such challenge proceeding shall be on  
18 the Designating Party. Frivolous challenges, and those made for an improper purpose  
19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
20 expose the Challenging Party to sanctions. Unless the Designating Party has  
21 waived or withdrawn the confidentiality designation, all parties shall continue to  
22 afford the material in question the level of protection to which it is entitled under the  
23 Producing Party's designation until the Court rules on the challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a Non-Party in connection with this  
27 Action only for prosecuting, defending, or attempting to settle this Action. Such  
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this Order. When the Action has been terminated, a Receiving  
2 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

6       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10       (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
11 well as employees of said Outside Counsel of Record to whom it is reasonably  
12 necessary to disclose the information for the purpose of prosecuting, defending, or  
13 attempting to settle this Action;

14       (b) the officers, directors, and employees (including House Counsel) of the  
15 Receiving Party to whom disclosure is reasonably necessary for the purpose of  
16 prosecuting, defending, or attempting to settle this Action;

17       (c) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and have been disclosed  
20 pursuant to the procedures described in Section 7.4;

21       (d) the court and its personnel;

22       (e) court reporters and their staff;

23       (f) professional jury or trial consultants, mock jurors, and Professional  
24 Vendors to whom disclosure is reasonably necessary for this Action and who have  
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26       (g) the author or recipient of a document containing the information or a  
27 custodian or other person who otherwise possessed or knew the information;

28       (h) During their depositions, witnesses in the Action and their attorneys, to

1 whom disclosure is reasonably necessary and who Counsel of Record taking the  
2 deposition has a reasonable belief that the witness is the author or recipient of a  
3 document, unless otherwise agreed by the Designating Party or ordered by the Court.  
4 If the taking attorney reasonably believes that the witness had access to the Protected  
5 Material prior to the deposition, the taking attorney must get consent from  
6 Designating Party prior to showing such information to the witness. Witnesses will  
7 not be permitted to keep any Protected Materials unless they sign the  
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed  
9 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
10 testimony or exhibits to depositions that reveal Protected Material must be separately  
11 bound by the court reporter and may not be disclosed to anyone except as permitted  
12 under this Protective Order;

13 (i) 30(b)(6) witnesses for the Producing Party and any deposition witnesses  
14 that are current employees of the Producing Party; and

15 (j) any mediator or settlement officer, and their supporting personnel,  
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17  
18        7.3 Disclosure of "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS  
19 EYES ONLY" Information or Items. Unless otherwise ordered by the Court or  
20 permitted in writing by the Designating Party, a Receiving Party may disclose any  
21 information or item designated "HIGHLY CONFIDENTIAL – OUTSIDE  
22 ATTORNEYS EYES ONLY" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
24 well as employees of said Outside Counsel of Record to whom it is reasonably  
25 necessary to disclose the information for the purpose of prosecuting, defending, or

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1 attempting to settle this Action<sup>1</sup>;

2 (b) Experts (as defined in this Order) of the Receiving Party to whom  
3 disclosure is reasonably necessary for this Action and who have signed the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and have been disclosed  
5 pursuant to the procedures described in Section 7.4;

6 (c) the Court and its personnel;

7 (d) court reporters and their staff;

8 (e) professional jury or trial consultants, mock jurors, and Professional  
9 Vendors to whom disclosure is reasonably necessary for this Action and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (f) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information;

13 (g) During their depositions, witnesses in the Action and their attorneys, to  
14 whom disclosure is reasonably necessary and who Counsel of Record taking the  
15 deposition has a reasonable belief that the witness is the author or recipient of a  
16 document, unless otherwise agreed by the Designating Party or ordered by the Court.

17 If the taking attorney reasonably believes that the witness had access to the Protected  
18 Material prior to the deposition, the taking attorney must get consent from  
19 Designating Party prior to showing such information to the witness. Witnesses will  
20 not be permitted to keep any Protected Materials unless they sign the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
22 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
23 testimony or exhibits to depositions that reveal Protected Material must be separately  
24 bound by the court reporter and may not be disclosed to anyone except as permitted  
25 under this Stipulated Protective Order;

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27 <sup>1</sup> For the avoidance of doubt, House Counsel may not receive materials under  
28 this designation. Additionally, Ms. Jennifer Jonak of Jonak Law Group may not  
receive materials under this designation.

(h) 30(b)(6) witnesses for the Producing Party and any deposition witnesses that are current employees of the Producing Party; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

6       7.4 Disclosure of Protected Materials to Experts: Before any Expert is  
7 provided access to Protected Material, the Expert must complete the Undertaking  
8 attached as Appendix A hereto. At least seven business (7) days before access to the  
9 Protected Material is to be given to that Expert, the party seeking to disclose Protected  
10 Information must serve on all parties: (a) the executed undertaking (b) a current  
11 *curriculum vitae* of the Expert; (c) an employment history of the last five years for  
12 the Expert; and (d) a listing of cases in which the Expert has testified as an expert at  
13 trial or by deposition within the preceding five years. If a Party objects within five  
14 business days, confidential information may not be provided to the expert until the  
15 objections have been resolved or lapse through failure to seek relief from the Court in  
16 the manner described herein. The parties must diligently meet and confer within three  
17 business days of any objection and, absent a resolution, the objecting party must  
18 within two business days after the meet and confer initiate a request for an informal  
19 conference with the Magistrate Judge under the Court' applicable rules. If the  
20 objection is not resolved at the informal conference the objecting party will have three  
21 business days or such time as set by the Magistrate Judge to file a motion for a  
22 protective order. The objecting Party shall have the burden of proving the need for a  
23 protective order. Provided that the objecting Party has timely sought a conference with  
24 the magistrate or filed a timely motion for a protective order, no disclosure shall occur  
25 until such objections are resolved by agreement or Court order. If the objecting Party  
26 does not seek a conference with the magistrate within the time frame set forth herein  
27 or if the conference has concluded and the objecting party has not timely filed a  
28 motion for a protective order, the objection to the Expert is waived.

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2. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
3 OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation  
5 that compels disclosure of any information or items designated in this Action as  
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS  
7 EYES ONLY,” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification  
9 shall include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order  
11 to issue in the other litigation that some or all of the material covered by the subpoena  
12 or order is subject to this Protective Order. Such notification shall include a copy of  
13 this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued  
15 by the Designating Party whose Protected Material may be affected. If the Designating  
16 Party timely seeks a protective order, the Party served with the subpoena or court  
17 order shall not produce any information designated in this action as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS  
19 EYES ONLY” before a determination by the court from which the subpoena or  
20 order issued, unless the Party has obtained the Designating Party’s permission.  
21 The Designating Party shall bear the burden and expense of seeking protection in  
22 that court of its Protected Material and nothing in these provisions should be  
23 construed as authorizing or encouraging a Receiving Party in this Action to disobey a  
24 lawful directive from another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
26 IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a Non-  
28 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY

1 CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY.” Such information  
2 produced by Non-Parties in connection with this litigation is protected by the  
3 remedies and relief provided by this Order. Nothing in these provisions should be  
4 construed as prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to  
6 produce a Non-Party’s confidential information in its possession, and the Party is  
7 subject to an agreement with the Non-Party not to produce the Non-Party’s  
8 confidential information, then the Party shall:

9 (1) promptly notify in writing the Requesting Party and the Non-Party that  
10 some or all of the information requested is subject to a confidentiality agreement with  
11 a Non-Party;

12 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
13 Order in this Action, the relevant discovery request(s), and a reasonably specific  
14 description of the information requested; and

15 (3) make the information requested available for inspection by the Non-  
16 Party, if requested.

17 (c) If the Non-Party fails to seek a protective order from this court within 14  
18 days of receiving the notice and accompanying information, the Receiving Party may  
19 produce the Non-Party’s confidential information responsive to the discovery request.  
20 If the Non-Party timely seeks a protective order, the Receiving Party shall not  
21 produce any information in its possession or control that is subject to the  
22 confidentiality agreement with the Non-Party before a determination by the court.  
23 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
24 of seeking protection in this court of its Protected Material.

25 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
2 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
3 persons to whom unauthorized disclosures were made of all the terms of this Order,  
4 and (d) request such person or persons to execute the “Acknowledgment and  
5 Agreement to Be Bound” that is attached hereto as Exhibit A.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain  
9 inadvertently produced material is subject to a claim of privilege or other protection,  
10 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
11 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
12 may be established in an e-discovery order that provides for production without prior  
13 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
14 parties reach an agreement on the effect of disclosure of a communication or  
15 information covered by the attorney-client privilege or work product protection, the  
16 parties may incorporate their agreement in the stipulated protective order submitted  
17 to the court.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
28 only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4 **13. FINAL DISPOSITION**

5 After the final disposition of this Action, as defined in paragraph 4, within 60  
6 days of a written request by the Designating Party, each Receiving Party must return  
7 all Protected Material to the Producing Party or destroy such material. As used in  
8 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
9 summaries, and any other format reproducing or capturing any of the Protected  
10 Material. Whether the Protected Material is returned or destroyed, the Receiving  
11 Party must submit a written certification to the Producing Party (and, if not the same  
12 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
13 (by category, where appropriate) all the Protected Material that was returned or  
14 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
15 abstracts, compilations, summaries or any other format reproducing or capturing any  
16 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
17 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
18 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
19 reports, attorney work product, and consultant and expert work product, even if such  
20 materials contain Protected Material. Any such archival copies that contain or  
21 constitute Protected Material remain subject to this Protective Order as set forth in  
22 Section 4 (DURATION).

23 14. Any violation of this Order may be punished by any and all appropriate measures  
24 including, without limitation, contempt proceedings and/or monetary sanctions.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
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3 DATED: December 9, 2024

/s/ Jonathan Auerbach

4 Attorney for Plaintiff Seoul Viosys  
5 Co., Ltd.

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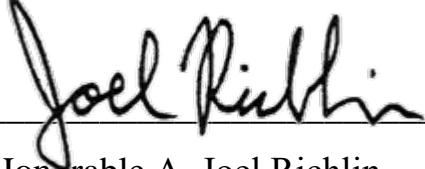
7 DATED: December 9, 2024

/s/ Gregory C. Proctor

8 Attorney for Defendant Feit Electric  
9 Co., Inc.

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11 DATED: 12/10/2024

  
12 Honorable A. Joel Richlin

13 United States Magistrate Judge

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**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMNT TO BE BOUND

4 I, [print or type full name], of [print or type  
5 full address], declare under penalty of perjury that I have read in its entirety and  
6 understand the Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California on [date] in the case of *Seoul*  
8 *Viosys Co., Ltd. v. Feit Electric Co., Inc.*, 2:24-cv-04238-ODW-AJR (C.D. Cal.). I  
9 agree to comply with and to be bound by all the terms of this Stipulated Protective  
10 Order and I understand and acknowledge that failure to so comply could expose me  
11 to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
12 not disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order. I further agree to submit to the jurisdiction of the United  
15 States District Court for the Central District of California for enforcing the terms of  
16 this Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action.

18 | Date: \_\_\_\_\_

19 | City and State where sworn and signed: \_\_\_\_\_

20 Printed name: \_\_\_\_\_

21 | Signature: \_\_\_\_\_

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## **CERTIFICATION OF ELECTRONIC SIGNATURE**

2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby certify that all other  
3 signatories listed, and on whose behalf the filing is submitted, concur in the filing's  
4 content and have authorized the filing.

/s/ Jonathan Auerbach

**CERTIFICATE OF SERVICE**

2 A true and correct copy of the foregoing instrument was served or delivered  
3 electronically via the ECF filing System, to all counsel of record on this 9th day of  
4 December 2024.

*/s/ Jonathan Auerbach*